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To: Water Advisory Committee and Interested Persons

Subject: **REPORT ON WORKSHOP NO. 3 AND SUMMARY TO DATE**

The following report has been prepared by consultant John Olaf Nelson Water Resources Management (JONWRM) with input from Professor Tom Jacobson. A transcript of comments received at Workshop No. 3 and the website since February 28<sup>th</sup>, the date of the last workshop, are attached (Attachment A).

At the conclusion of Workshop No. 2, JONWRM recommended a list of 56 possible responses for the WAC to consider in negotiating the new agreement (List of 56). This list was based on input obtained at Workshops No. 1 and 2.

The public was asked to comment on the List of 56 at Workshop No. 3. Those speaking at the workshop are summarized in the body of this report in the italicized language contained in the section entitled "Summary of Comments Received To Date". Nine persons also turned in marked-up copies of the full List of 56, showing their preferences and including comments. These are summarized in Attachment B.

Lastly, the resulting changes and additions to the List of 56 recommended by the public are contained in Attachment C.

## **BACKGROUND**

Currently the following agreements cover water service to the major cities and districts obtaining water from the Sonoma County Water Agency (SCWA) transmission system:

- Eleventh Amended Agreement for Water Supply (11<sup>th</sup> Amended Agreement),
- Memorandum of Understanding Regarding Water Transmission System Capacity Allocations During Temporary Impairment (MOU), and
- Supplemental Water Supply Agreement providing water to Marin Municipal Water District (this is actually three agreements referenced and set forth in one document).

The 11<sup>th</sup> Amended Agreement and Supplemental Water Agreement are long-term agreements that terminate in 2036 and 2014 respectively. They include language that provides for renewal for 40-year periods. The MOU is expected to be short term and sunsets in 2005 unless extended by the party's signatory thereto.

Given issues concerning the need to: better service the water needs of customers; meet the challenge of building new system improvements; implement conservation, recycling and standby or augmented local supply; understand and respond to the challenges of preserving species as required by the Endangered Species Act (ESA); manage and care for the Russian River; deal with reduction or possible loss of diversions from the Eel River; and plan and manage a vital municipal water

supply system among all of these interrelated and often competing matters; given all these issues, the SCWA and its Water Advisory Committee (WAC), joined by Marin Municipal WD and the Town of Windsor, seek to negotiate a new water supply agreement. Furthermore these parties wish to include in the process a serious effort to reach out and seek input from the public and keep the public informed and involved as the negotiation process unfolds. In August 2001, JONWRM was hired by the parties to act as negotiation facilitator. The scope of work states:

“Consultant shall assist the Water Advisory Committee (WAC) with development of a new Water Supply Agreement between the Sonoma County Water Agency (Agency), existing water contractors (Santa Rosa, Petaluma, Sonoma, Rohnert Park, Cotati, North Marin Water District, Valley of the Moon Water District and Forestville Water District), the Town of Windsor and Marin Municipal Water District all collectively designated as “parties.” Consultant, with input from the parties, will prepare drafts of agreements for review by the parties and act as facilitator to assist parties in attempting to come to agreement.

The facilitation process is expected to take (up to) 2 ½ years and shall include public workshops to be run by Consultant’s sub consultant, the Institute for Community Planning Assistance/Environmental Mediation Program (ICPA/EMP) of Sonoma State University. Professional work provided by sub consultant shall be provided by Tom Jacobson, JD, AICP. It is estimated that four public workshops will be required in the first 12 months of the negotiation process. At the time of execution of this agreement, the workshops are tentatively scheduled to occur September 2001, December 2001, January 2002, and April 2002. The number may be more or less as determined by the WAC. The goal of the facilitation process is the development of a new Water Supply Agreement that the participating designees of the parties will recommend to their decision makers for adoption.

Work to be performed by the Consultant shall include (a) facilitating public participation in the process via public workshops to provide opportunities for public questions, comments, and exchange of information and ideas (such workshops to be held at locations and a frequency determined by the WAC), (b) a vision statement to guide the process, (c) identification of issues and assistance in framing issues, (d) facilitation of negotiations among the parties, and (e) identification and communication to the parties of potential resolutions to substantive disputes. Consultant shall be available to assist staff of parties in making presentations to decision makers. In the performance of services hereunder, Consultant shall act as a neutral facilitator, and shall not favor the position of a particular party or parties to the detriment of the parties as a whole.”

The parties, eleven in all, have committed to participate in the new agreement negotiation. They have adopted a work schedule, have named their lead negotiators and have funded consultant facilitation costs for the first fiscal year (FY 2001-02).

The schedule calls for completion of negotiations within two years. Currently the schedule contemplates a total of six public workshops to be held on Thursday evenings. Workshops held to date were:

Workshop No. 1

Date: September 20, 2001  
Place: Veterans Memorial Hall, City of Santa Rosa  
Purpose: Identify issues for negotiation and input for a Vision Statement.

Workshop No. 2

Date: December 6, 2001  
Place: Veterans Memorial Hall, City of Sonoma  
Purpose: Discuss issues for negotiation and draft Vision Statement. Identify priority issues for further discussion.

Workshop No. 3

Date: February 28, 2002  
Place: Petaluma Community Center, City of Petaluma  
Purpose: Further discussion of issues, comment on Consultant's list of 56 items to consider in negotiating the new agreement, and comment on draft Vision Statement

The schedule for the remaining workshops is:

May 2002*	Further discussion of issues and cost implications (suggested by Chairperson of WAC subject to approval of WAC)
July 2002*	Review Initial Draft of Agreement
October 2002*	Discuss Endangered Species Act Issues (Note: The previous date for this workshop was July. This report recommends delay to October due to the most recent estimate of the date that the Biological Assessment will be available from the SCWA – see section entitled “Schedule”.)
March 2003*	Review Final Draft of Agreement

\* Location and date yet to be scheduled.

These workshops are in addition to traditional opportunities the public will have for commenting on the proposed new agreement, such as presenting statements at public hearings held by the parties, communicating with elected officials, etc.

In addition, the parties have funded a New Agreement website for posting of information and obtaining comments.

To access the website, go to [www.scws.ca.gov](http://www.scws.ca.gov), and  
Click on “Water Advisory Committee”, then  
Click on “New Agreement” tab, then  
Click on “Public Outreach” tab.

Persons who do not have Internet access are welcome to mail or fax comments directly to: John Olaf Nelson Water Resources Management (see heading on first page of this letter report for contact information).

(PLEASE NOTE THAT THE WEB SITE ADDRESS FOR THE WAC AND NEW AGREEMENT WORKSHOP IS EXPECTED TO BE CHANGED IN THE NEAR FUTURE. PLEASE CALL OR EMAIL JOHN NELSON IF YOU DO NOT RECEIVE NOTICE OF THE NEW ADDRESS OR HAVE TROUBLE ACCESSING THE SITE.)

**WORKSHOP NO. 3**

The purpose of Workshop No. 3 was to afford opportunity for citizens to offer further input on negotiation of a new water supply agreement. It focused on 17 of 56 possible responses to consider for inclusion in the new agreement recommended by JONWRM pertaining to the following key topic areas:

- Watershed management
- Water supply

- Groundwater/gravel mining

These topic areas were identified by the public participants in Workshop No. 2 as having the highest priority for further discussion.

A notice/agenda was mailed to 436 persons expressing interest. This list was compiled from respondents to the original workshop notice that went to 4,692 persons/agencies and requests received at workshops and the web site. The notice encouraged participants to prepare for the workshop by reading information posted at the website or made available at the various water contractor information counters. A show of hands at the workshop indicated that about 80% of those present had in fact done so. The following handouts were made available at the workshop:

- Agenda (approved by WAC at February 4th meeting).
- Background Information for New Water Supply Agreement presented at Workshop No. 1
- Report on Workshop No. 2
- List of 56 Possible Responses to Consider in Negotiating New Agreement
- Proposed Vision Statement (as amended by WAC)
- Suggested Discussion Points (designated as Exhibit A and containing 17 of the 56 proposed responses pertaining to the following key issue areas: Watershed management, Water supply, and Groundwater/Gravel Mining)

About 60 persons attended the workshop.

Slides containing the 17-item short list were used by Mr. Jacobson to guide discussion. Time was also provided for comments on other issues of interest to the participants and the proposed Vision Statement. Commenters were asked to keep their comments to about 3 minutes and remarks were recorded. A total of 25 persons participated giving a total of 74 comments. Four submitted follow-up comments after the date of the workshop (three of these were posted at the New Agreement web site). Nine persons turned in the List of 56 Handout marked up with their additions and comments. As noted above, a transcript of comments was made and is contained in Attachment A. Comments received from Workshop No. 2 are contained in the next following section of this report. A summary of preferences and comments received from persons turning in the List of 56 handout is contained in Appendix B. Lastly, the resulting changes and additions to the List of 56 recommended by the public are contained in Attachment C.

As the WAC commences formal negotiation of the new agreement, therefore, it has three sets of items to consider before it:

1. The List of 56 items recommended by the consultant (provided to WAC prior to Workshop No. 3).
2. Changes and Additions to the List of 56 recommended by the public (Attachment C of this report).
3. Issue lists submitted to date by parties to the negotiation (submitted directly to the WAC by the originating agency as they became available).

## **SUMMARY OF COMMENTS RECEIVED TO DATE**

The following bullet lists summarize comments made to date organized by major topic area and Workshop. The name and, if noted, affiliation of participants providing the comments at Workshops No. 2 and 3 are shown in parentheses. (Workshop No. 1 was mainly a brainstorming session and names were not kept track of.) To receive the full value of the comments received, at Workshop No. 3, please refer to the transcript contained in Appendix A. The full text of the comments received at Workshop No. 1 is available at the New Agreement web site or by contacting John Nelson (see page 3). You are urged to read the complete text of the comments. This summary does not attempt to gauge the degree of support for any stated position. Rather, it represents the range of opinions, concerns, and questions raised by workshop participants, in order to more fully inform the negotiation process for the new Water Supply Agreement. Note that some comments may have relevance under more than one topic area.

The comments received at Workshop No. 3 focus principally on three topic areas identified by

participants in Workshop No. 2 as having high priority for further discussion - namely Watershed Management, Water Supply, and Groundwater/Gravel Mining. In addition, participants were given an opportunity to address other topics. Most of the latter related to either: Water Quality, the Potter Valley Project, or the timing for the drafting of the Water Supply Agreement and its relationship to the public participation process. These comments are also shown below.

Also included below are explanations of how the existing water supply agreements address the comments raised.

It is recognized that the comments presented here do not represent the universe of comments, merely those that have surfaced those far in the workshops that have been held.

Note: Where item numbers (i.e. Item 10) are mentioned in the following summary, they refer to a specific item contained in the List of 56 items recommended by the Consultant. A replicate of these can be found in the first two columns of Attachment B (pages B-1 through B-4).

Lastly, comments having an asterisk designation (\*, \*\*,) are explained on page 18.

### **Conservation:**

#### **Workshop No. 1:**

- Conservation incentives should be the focus and need to be expanded.
- More and better information and public involvement is needed. (A centralized conservation website and the need for special efforts to notify renters was noted.)
- Water saved should not be used to provide for new growth.
- Tiered water rates should be employed.
- More encouragement of native plants and Xeriscapes
- Tougher landscape standards.
- Standardization of landscape standards.
- Penalties for wasting water.
- Water savings goal of 6,600 acre-ft is too low and needs to be reexamined.
- That conservation requirements contained in the MOU need to be included in the new agreement.
- More funding for conservation.

#### **Workshop No. 2:**

- More analysis of conservation efforts and need for feedback reports.
- Improve distribution of SCWA's educational materials on Xeriscape. (Ann Maurice)
- Consider offsetting demand for new water supply and new pipelines by retrofitting conservation into existing homes – the “zero footprint” approach. Require new connectors to finance/obtain “zero footprint”. (Bill Kortum)
- Proposed water conservation plan. (Bill Phillips)
- Consider “cash for grass” programs. (George Amaroli)
- Examine substantially increasing water efficiency, including site-specific projects. Combining wastewater reuse, recycling, and reclamation with water efficiency is less costly to ratepayers than separate water or wastewater projects. (John Rosenblum)

#### **Workshop No. 3:**

- When considering water supply should think in terms of “service” rather than “use.” This approach leads to water conservation service programs (such as water efficiency surveys for commercial customers) that the water contractors can offer to customers to cost-effectively reduce water use. (John Rosenblum)

### **How 11<sup>th</sup> Amended Agreement or MOU Address Conservation Issues:**

Long-term conservation is provided in Sections 1.12 and 2.5 of the 11th Amended Agreement. The former section commits water contractors to extend best efforts to secure implementation of Best Management Practices (BMPs) promulgated by the California Urban Water Conservation Council (CUWCC) (or alternatives that secure the same level of savings) as a minimum requirement and provides

for a penalty rate surcharge provided the WAC determines efforts by any contractor are unsatisfactory. The latter section provides for financing cost-effective water conservation efforts approved by the WAC as part of the SCWA's operating expense. Allocation of water during a shortage is covered in Section 3.5 entitled "Water Shortage and Apportionment".

In the MOU, Sections 4 (c), 5 (a), 6 and 7 expand water conservation efforts. The requirement to join the CUWCC and sign its agreement regarding implementation of BMPs is added, and certain conservation programs and studies are mandated. Greater funding for conservation programs is provided (subject to WAC approval). Table 1 of Section 4 reapportions water available to the parties during shortage periods expected to be experienced during the summer months over the next 5 years (through year 2005). .

### **Environmental Impacts and Mitigation:**

Workshop No. 1:

- Cumulative impacts (including regional impacts) and cost to the environment need to be considered.
- Concern about the Endangered Species Act (ESA) including proper consideration of the impacts of operations particularly the impact of diversions on fish and the plan and cost for dealing with these.
- Potential need for a filtration plant and cost.
- Purchase of watershed lands should be considered in the agreement.
- Increased funding for mitigations is needed.
- Impacts of Rubber dam operation.
- Impacts of flows in Dry Creek.

Workshop No. 3:

- Need to quantify loss of environmental value due to selecting certain water systems for development, and evaluate opportunities for avoiding environmental costs and restoring environmental damage. (Brenda Adelman, Russian River Watershed Protection Committee)

Note: Most of the Issues noted above were addressed in subsequent workshops under the other topic areas.

### **How 11th Amended Agreement or MOU Address Environmental Issues:**

Section 2.2 of the 11<sup>th</sup> Amended Agreement provides that construction schedules shall be extended as a result of delays caused by any environmental quality regulations or restrictions or litigation resulting in court orders. Section 2.3 provides that with WAC approval, the SCWA may undertake studies and prepare technical reports and environmental documents pertaining to further modifications to the transmission system. Mitigation of impacts of the ESA that may result in construction of new facilities is not specifically addressed in the current agreement.

Section 4.17 (b) of the 11<sup>th</sup> Amended Agreement provides for the Russian River Projects Charge, which is collected from water contractors outside of Sonoma County in-lieu of tax payments made by residents of Sonoma County. These charges and tax payments go into the Russian River Projects Fund. Section 1.1 (aa) of the agreement defines what payments from this fund can be used for. One such use is to pay for fishery mitigation and enhancement projects undertaken by SCWA in the Russian and Eel River and their tributaries.

### **Watershed Management:**

Workshop No. 1:

- A watershed management plan is needed for the Russian River. (This was a very dominant theme. In fact more participants responded on this single point than any other issue in any other issue area.)
- Sustainability needs to be the defining goal.
- Funding and support for restoration efforts.
- Emphasize habitat restoration.
- Consider or create some sort of watershed governance organization/solution\*.

Workshop No. 2:

- Need greater consideration of carrying capacity and demands of the Russian and Eel River

watersheds. (David Keller)

- Consider the New York City model of watershed management for potable water supply (land stewardship, technical assistance, land acquisition, septic tank maintenance, stricter discharge requirements for wastewater treatment plants, land use policy, etc.) as an alternative to constructing new water supply treatment plants. (David Keller)
- Support for a watershed management plan, to address a range of concerns. (Pam Torliatt)

#### Workshop No. 3:

- Work of the Water Resources Subcommittee of the Citizens' Advisory Committee for the County's General Plan update may be helpful in coordinating a timeline and steps for implementing a regional watershed management program. (Pam Torliatt, Petaluma City Council member and Representative to the Water Advisory Committee)
- Watershed management activities need to extend beyond geographic boundaries of water contractors. (Pam Torliatt, Petaluma City Council member and Representative to the Water Advisory Committee)
- Consider having an advisory committee of stakeholders in the watershed to address water supply and quality issues. (Pam Torliatt, Petaluma City Council member and Representative to the Water Advisory Committee)
- Use the potential need for a surface water treatment plant (avoiding the need for its construction and associated costs), as a focal point for defining and implementing a watershed management program. (David Keller, Friends of the Eel River)
- Allow no further water diversions. (Ann Maurice, Ad Hoc Committee for Clean Water)
- Regarding integrated planning and determination of best water resource mix, assure that, beyond providing an "opportunity for input", there will actually be ample input from stakeholders (e.g., North Coast stakeholders affected by water policies in Sonoma and Marin Counties). (David Keller, Friends of the Eel River) (Item 10) (Note that any comment applicable to Item 10 also pertains to Items 18,32,43,and 46 on "List of 56")
- Ensure that "ample opportunity for input" will translate into a meaningful public role in decision processes. (Brenda Adelman, Russian River Watershed Protection Committee) (Item 10)
- Define the term "periodically" to include a more specific mandate (e.g., annually or every two years). (Brenda Adelman, Russian River Watershed Protection Committee; Alex Forman, Marin Municipal Water District Board of Directors) (Item 10)
- In the Water Supply Agreement define the term "best possible water resource mix" to provide an objective or goal from which water policies are derived. (David Keller, Friends of the Eel River) (Item 10)
- Define "best possible water resource mix" as that which promotes thriving ecosystems for all native flora and fauna. (Martin Kerkvliet, Oak Tree Alliance) (Item 10)
- In doing an integrated plan, we need to develop a hierarchy that's based not only on costs but also environmental aspects and include levels of reliability. (Lee Harry, Valley of the Moon Water District) (Item 10)
- Use more specific goals that stress ecological soundness and reliability of water supply. (Alex Forman, Marin Municipal Water District Board of Directors) (Item 10)
- Conservation and recycling should be given a high priority in the mix and there should be a regional approach on both of those issues. (Jack Gibson, Marin Municipal Water District Board of Directors) (Item 10)
- All of the contractors should take on the effort of an investigation into the "best possible water resource mix." (Chris DeGabriele, Manager, North Marin Water District) (Item 10)
- Optimize the role of the Warm Springs Dam as a source of water (George Amaroli, North Marin Water District Board of Directors; Bill Phillips, Petaluma resident) [consider, also, with regard to "Water Supply"] (Item 10)
- Conservation programs need to be cost-effective and carefully thought out in order to best serve consumers. (George Amaroli, North Marin Water District Board of Directors) (Item 10)
- Agreement needs to provide adequate funding to support quantifying best possible water resource mix. (John Rosenblum) (Item 10)
- Use of Lake Sonoma surface water requires filtration and associated cost. (Geoff Cartwright,

- Petaluma resident) (Item 10)
- Need for strategies, policies and goals for entire watersheds. (David Keller, Friends of the Eel River) (Item 11)
- Need for added specificity regarding allocation of costs. (Chris DeGabriele, Manager, North Marin Water District; Jack Gibson, Marin Municipal Water District Board of Directors) (Item 11)
- Need to seek increased funding assistance from State and federal regulatory agencies. Can't place it all on the ratepayer. (Lee Harry, Valley of the Moon Water District) (Item 11)
- Need to quantify loss of environmental value due to selecting certain water systems for development, and evaluate opportunities for avoiding environmental costs and restoring environmental damage. (Brenda Adelman, Russian River Watershed Protection Committee) (Item 11)
- WAC should have more of a role regards how funds from the Russian River Project Fund are spent. (Chris DeGabriele, Manager, North Marin Water District) (Item 12)
- Clarify meaning of "consider what voice the water contractors should have with regard to fund expenditures and what agreement provisions should be considered." (Anne Layzer, League of Women Voters of Marin County) (Item 12)
- Need for Water Supply Agreement to mandate exploring ways and means of addressing regional watershed management as a condition of the contract. (David Keller, Friends of the Eel River; Jack Gibson, Marin Municipal Water District Board of Directors) (Item 13)
- As several counties are involved, it's beyond the ability of Water Contractors to provide regional watershed management. (Chris DeGabriele, Manager, North Marin Water District) (Item 13)
- Propose not working with the Russian River Watershed Council, as it is disorganized, etc. (Ann Maurice, Ad Hoc Committee for Clean Water) (Item 13)
- Need a regional effort because watersheds do not recognize jurisdictional boundaries. (Jack Gibson, Marin Municipal Water District Board of Directors) (Item 13)
- Need to provide more specificity - to the effect that watershed management should be recognized based on providing for long term sustainability and ecological integrity, and that the Water Contractors have a responsibility in this regard. (Alex Foreman, Marin Municipal Water District Board of Directors) (Item 13)

#### How 11th Amended Agreement or MOU Address Watershed Management Issues:

Section 4.17 (b) of the 11<sup>th</sup> Amended Agreement provides for the Russian River Projects Charge, which is collected from water contractors outside of Sonoma County in-lieu of tax payments made by residents of Sonoma County. These charges and tax payments go into the Russian River Projects Fund. Section 1.1 (aa) of the agreement defines what payments from this fund can be used for. One such use is to pay for carrying out SCWA's channel-stabilization works obligations to the federal and state governments in connection with the Coyote Dam and Warm Springs Dam projects.

#### **Water Supply:**

##### Workshop No. 1:

- Water Contractors should live within the water supply limitations of the River. (A number of participants used the term "watershed" to define that limitation.)
- New agreement needs to provide for a master water supply plan - one that will take into account all demands made on the River and means of meeting those demands including groundwater.
- Pin down water rights.
- Integrate water planning with ground water planning/local supplies.
- Concern over the impact of vineyard irrigation.

##### Workshop No. 2:

- Need to reflect the "carrying capacity" of Sonoma County in terms of known and probable water supply. (John Blayney)
- Concerns about effects of summertime irrigation of vineyards; support for non-irrigated vineyards. (Ann Maurice)



- Proposed water ethic based on water stewardship. (Bill Phillips)
- Need to give greater consideration to future reliability (or lack of reliability) of water supplies. (David Keller)
- Consider offsetting demand for new water supply and new pipelines by retrofitting conservation into existing homes – the “zero footprint” approach. Require new connectors to finance/obtain “zero footprint”. (Bill Kortum)
- Manage/reduce peak demand on aqueduct by giving priority to wastewater irrigation thus reducing need for expensive storage tanks. (Bill Kortum)
- Quantify and verify the resources for the existing commitments that the SCWA has to supply all contractors - not just the existing WAC members. (Pam Torliatt)
- Use wastewater pipeline to Geysers for vineyard irrigation water (George Amaroli)
- Fully utilize the storage capacity of Warm Springs Dam. (George Amaroli)
- Provide information on the finite amount of water that SCWA can provide to its contractors. (Pam Torliatt)
- When water contractors are asked to comment on new development they should not promise delivery if present users will need to reduce water use or if projected increase in use will exceed capacity. Presently, entitlements exceed capacity (133.4 mgd vs. 84 mgd). (Michael Powell)

#### Workshop No. 3:

- Agreement should address reliance on Eel River water. (Nadananda, Friends of the Eel River)
- Regarding integrated planning, consideration should be given to the Agreement addressing the extent to which the water supply system will rely on inter-basin transfers of water. (Brenda Adelman, Russian River Watershed Protection Committee)
- Great increase in irrigated vineyard use. Need to quantify. (Ann Maurice, Ad Hoc Committee for Clean Water)
- Revise Item 15 to read, “As part of the negotiation process review information on beneficial uses being made of, *and negative impacts arising from*, Russian River waters and Eel River Diversions.” (Underlined words are adds to original.) (Dan Ihara, Friends of the Eel River; David Keller, Friends of the Eel River)
- Revise Item 17 to read, “Provide support for updating Russian River model studies to calculate yield of system under various hydrologic conditions *and provide for developing water supply planning options based on the possibility that the Potter Valley Project might not be relicensed by the Federal Energy Regulatory Commission in 2022.*” (Dan Ihara, Friends of the Eel River)
- Should avoid any agreements or agreement provisions regarding purchase of the Potter Valley Project, and thus avoid potential for very high environmental remediation costs to SCWA, water contractors and their customers. (David Keller, Friends of the Eel River.)
- When considering water supply should think in terms of “service” rather than “use.” This approach leads to water conservation service programs (such as water efficiency surveys for commercial customers) that the water contractors can offer to customers to cost-effectively reduce water use. (John Rosenblum)
- Provide that water not diverted into the aqueduct or pumped due to water conservation efforts, stays in the river or in the ground, and that this conserved water is neither used nor sold. (David Keller, Friends of the Eel River)

#### How 11th Amended Agreement or MOU Address Water Supply Issues:

Section 2.2 of the Eleventh Amended Agreement commits the SCWA to construct or acquire additions to the existing transmission system sufficient to meet the entitlement provisions set forth in Sections 3.1, 3.2 and 3.12. This commitment is subject to a whole laundry list of provisos.

Section 3.1 sets forth the average day during maximum month delivery flow limits and the annual acre-foot caps for each water contractor. The caps are based on estimates of build-out demand under current adopted general plan(s) that cover the water contractor’s service area. Some of the general plans contain growth limitations. Section 3.2 provides for entitlement assigned to “other agency customers”. These other customers are, for the most part, small private systems distributing domestic water and currently include deliveries to the Town of Windsor. Section 3.12 provides for deliveries to Marin Municipal Water District.

Sections 3.1 (b), (c) and (d) provide specific criteria that limits peaking off the transmission system. Section 3.3 (b) provides for liquidated damages equal to 25% of the O&M rate for water contractors who violate the anti-peaking provisions.

Section 3.5 sets forth how water is to be apportioned in the event of shortage and also provides that SCWA will use best efforts to obtain, perfect and maintain appropriate water rights sufficient to make the deliveries provided for in the agreement.

Section 4 of the MOU (particularly Table 1) sets forth specific delivery capacity limitations for each water contractor during the current interim period when delivery of water from the aqueduct system during peak summer months are insufficient to meet expected demands.

### **Recycled Water:**

Workshop No. 1:

- Promote and expand use of recycled water.
- Define recycled use plans better.
- Set goals for reuse.
- Upgrading treatment of wastewater so it can be used for ground water recharge.
- Mandate use of recycled water for landscape irrigation.
- Make reuse by agriculture the focus.

Workshop No. 2:

- Address financial equity in the funding of alternatives (e.g., wastewater recycling at its source). Allocate enough money in the water agreement to find out whether water conservation can be increased. (John Rosenblum)

### **How 11th Amended Agreement or MOU Address Recycled Water Issues:**

Section 2.5 of the 11<sup>th</sup> Amended Agreement provides SCWA may undertake or fund any cost-effective water conservation measure that will reduce water demands on the transmission system that has been approved by the WAC.

The MOU at Section 5 (a) and a subsequent action taken by the WAC expands this provision to include recycled water supply and local supply projects that offset potable water use and standby local peak month production capacity projects that reduce peak demand on the transmission system. This section also provides that the water contractors shall determine which projects shall be recommended for funding each fiscal year. (Unless extended by the parties thereto, the MOU terminates on September 30, 2005.)

### **Agreement Governance:**

Workshop No. 1:

- SCWA Board should be separately elected\*.
- Upgrade WAC and increase diversity of representation.
- WAC should contain regional representation.
- WAC should be all elected officials appointed by each contractor.
- WAC should be split into a policy committee (elected officials) and technical committee (managers/engineers).
- WAC should not be elected officials.
- Review some “best governance” models.
- Maintain agreement governance in Sonoma County.

Workshop No. 2:

- Proposed restructuring of SCWA governing body into separately elected board. (David Keller, Tara Treasurefield)

Workshop No. 3:

- Need a separate SCWA Board, other than the County Board of Supervisors. (Geoff Cartwright, Petaluma resident)\*

### How 11th Amended Agreement or MOU Address Agreement Governance Issues:

Part 5 of the 11<sup>th</sup> Amended Agreement creates WAC and describes its powers, composition (one representative selected by each water contractor) and provides for voting (greater than 50% of votes of WAC members weighted by entitlements and affirmative vote of 5 of the current 9 WAC members). The Powers of the WAC are found in many sections of the agreement and are enumerated in the Background Report made available at Workshop No. 1 (also viewable on new agreement website).

Section 4 (d) of the MOU amends voting to include Marin Municipal Water District and the town of Windsor in so far as MOU water allotments and some other MOU related matters are concerned.

### **Financing and Cost Allocations:**

Workshop No. 1:

- Need for equity between current and future ratepayers. (Most comments on this theme indicated more of the cost burden should be placed on future ratepayers/connectors.)
- Need for equitable distribution of costs among water contractors.
- Budget should include research and development.

Workshop No. 2:

- Address financial equity in the funding of alternatives (e.g., wastewater recycling at its source). Allocate enough money in the Water Agreement to find out whether water conservation can be increased. (John Rosenblum)

Workshop No. 3:

- Will water cost more to include environment protections? Will utility decision makers be willing to take on higher costs given ratepayer attitudes? (Anne Layzer, League of Women Voters of Marin County)
- Need for added specificity regarding allocation of costs. (Chris DeGabriele, Manager, North Marin Water District; Jack Gibson, Marin Municipal Water District Board of Directors)
- Need to seek increased funding assistance from State and federal regulatory agencies. Can't place it all on the ratepayer. (Lee Harry, Valley of the Moon Water District)
- Questions North Marin Water District being included in agreement regarding use of Kastania tank when that District doesn't pay storage charge. (Diane Reilly-Torres, Petaluma resident)

### How 11th Amended Agreement or MOU Address Financing and Cost Allocations Issues:

At least 20 pages of the 40 page 11<sup>th</sup> Amended Agreement is devoted to financing and cost allocation matters (all of Part 4 and portions of Part 1, 2, 3 and 5). The agreement requires payment of operating and maintenance (O&M) costs on an acre-ft of use basis. The O&M rate is set annually by SCWA and includes the cost of conservation program support and conservation funds provided to water contractors and approved by the WAC.

The WAC can authorize raising funds via the O&M charge which can be transferred to capital funds designated for financing "Common" and "Storage" facilities. Common facilities are items like diversion facilities and pumps that benefit all system users. Storage facilities are tanks. The agreement assumes these benefit all contractors equally (exception is North Main Water District who is too far away and provides own tank storage). This "pay-as-you-go" mechanism has been much practiced. On the one hand it serves to reduce total costs by eliminating interest on debt and finance charges. On the other, it increases the cost burden of current ratepayers.

Capital outlays for aqueducts have historically been financed by bonds and repaid over time via revenue collected from aqueduct rates. Aqueduct rates differ for water contractors and depend on which aqueduct the contractor is drawing water from. Some aqueducts benefit all or most of the contractors and the debt service on these is prorated on an entitlement basis and allocated to the aqueduct the contractor is served from. The current total rate paid by the water contractors varies from \$359 to \$383 per acre-ft depending on which aqueduct service is provided from.

Section 5 of the MOU expands "pay-as-you-go" approach to include more funds on an annual basis for

conservation and opens the door to do the same for recycled water projects and local standby supply projects (wells).

### **General Plan Relationships:**

Workshop No. 1:

- The need to synchronize water plans and general plans.
- Growth inducing impact of increasing supply capacity needs to be considered.
- Limit growth. \*

Workshop No. 2:

- General plan policies are based on SCWA water supply figures, while SCWA bases policies on what general plans say. Questions about carrying capacity and sustainability need to be addressed. (David Keller)
- There are tremendous outside pressures for growth in Sonoma County. Under state law, general plan housing elements are required to plan for the "Regional Housing Needs Determination" thereby creating pressure to provide associated water supply and wastewater capacity. (Joe Gaffney)
- Since water is a limited resource, there should be growth limits set by the general plan and these limits should be determined by water supply and the affordable means of delivering it. (Michael Fowell)

Workshop No. 3:

- Regarding the Board of Supervisors being the SCWA Board and responsible for the County General Plan, consider possible benefits provided through the opportunity to merge land use decisions and water policy in one governing body, rather than two competing governing bodies. (Andy Rogers, Cotati resident and member of Water Resources Subcommittee for County General Plan Update)

### **How 11th Amended Agreement or MOU Address General Plan Relationship Issues:**

Section 3.1 of the 11<sup>th</sup> Amended Agreement includes annual acre-foot caps on deliveries to each water contractor. The caps are determined based on build out under current adopted general plans. These caps were introduced with approval of the 11th Amended Agreement.

Section 3.3 (b) of the 11<sup>th</sup> Amended Agreement recognizes the authority of SCWA to physically limit or restrict deliveries in excess of amounts authorized in the agreement.

Section 8 of the MOU states the parties will consult with agencies having planning and zoning power within their service areas.

It is noted that given: (1) the fact that capacity of a pipeline varies as the square of the diameter which means that for a little more money you can obtain a lot more capacity; (2) the fact that paralleling a pipeline facility is very costly; and (3) the fact that general plan horizons are relatively short compared to the life of a aqueduct; it is believed that the method used in the present agreement, which expresses entitlements in terms of maximum month flow capacity based on long term forecasts but caps annual use based on adopted general plan water needs, is very sensible. Accurate development of water demand predictions based on growth allowed in the general plans coupled with enforcement of caps would appear to adequately guarantee that transmission system capacity will not be growth inducing. The issue then seems to boils down to fair and adequate water demand forecasts derived for the general plans and respect for the caps.

### **Ground Water:**

Workshop No. 1:

- Study and promote ground water recharge (porous concrete, runoff collection/ percolation were mentioned).
- Measure ground water depletion and replacement.
- Concerns about ground water contamination.
- Fast tract ground water assessment study and increase scope.

#### Workshop No. 2:

- Prepare a total groundwater study for Sonoma County, paid for by ratepayers, and use that information to control development in a specific area. (Bill Kortum)
- Supports a groundwater study (Pam Torliatt)
- Concerns about groundwater, especially in Sonoma Valley (John Murphy)
- Since ground water is a source of water for SCW A, any new agreement should be delayed until a comprehensive study is done regarding ground water use by all the users of water supplied by SCW A. Ground water depletion should be measured and replacement ensured. (Michael Fowell)
- Until ground water studies are completed, contractors should live within the supply limits of the Russian River. (Michael Fowell)
- Requiring water meter installation on wells for purposes of determining water use should be mandatory. (Michael Powell)

#### Workshop No. 3:

- Need to address the issue of the change of ground water availability as more impervious surfaces are created. Consider specifically defining an example of a program that could include limiting the amount of impervious surface in a new development (e.g., big mall parking lots). (Brenda Adelman, Russian River Watershed Protection Committee)
- Water supply agreement should provide for use of aqueduct water in the wintertime for replenishment of ground water storage basins. (David Keller, Friends of the Eel River)
- Address the issue of the change of ground water availability as more impervious surfaces are created. Consider specifically defining an example of a program that could include limiting the amount of impervious surface in a new development (e.g., big mall parking lots). Really two issues: groundwater recharge and pollution from surface runoff. (Brenda Adelman, Russian River Watershed Protection Committee)

#### How 11th Amended Agreement or MOU Address Ground Water Issues:

Section 2.2 of the 11<sup>th</sup> Amended Agreement provides SCWA will construct emergency wells with capacities that are from time to time determined by the WAC.

Section 3.4(b)(3) of the 11<sup>th</sup> Amended Agreement provides the surplus water may be used for replenishment of ground water basins. Subsection (d) provides that Water Contractors have first right of refusal on deliveries of surplus water. Surplus water is available in winter months.

Table 1 of Section 4 of the MOU cites reliable local ground water production capacity and the allocations in the table are based on use of same to reduce aqueduct demand during periods of impairment. Section 5 of the MOU sets forth a funding mechanism for developing standby well capacity that will reduce peak month demand on the transmission system. The WAC must suggest the projects and approve funding support.

It is noted that in California, ground water is a property right. Some of the water contractors have developed a number of municipal water supply wells. Some of those are thought to draw water from over drafted basins and some exhibit taste and odor problems. The SCWA has also developed some ground water well capacity as part of the existing agreement. These wells have demonstrated some taste and odor and sanding problems. The level and use of ground water is not well documented in Sonoma County. The Department of Water Resources did the last major study in 1982. The County has recently joined in a study to develop more current information for a portion of the County.

#### **Water Quality:**

##### Workshop No. 1:

- Reduce/eliminate harmful discharges.
- Limit summer wastewater flows.
- Concern over increased wastewater problems caused by increasing water supply that promotes growth.
- Proximity of Healdsburg disposal pits a concern.

#### Workshop No. 2:

- Concerns about pharmaceuticals and endocrine disrupters in the water. (Ann Maurice)
- Concerns about vineyard run-off (agricultural chemicals) on water quality. (Ann Maurice)
- Proposed workshop of Sonoma County Water Agency and grape growers regarding use of agricultural chemicals. (Ann Maurice)
- Concern about use of boat engines on Lake Sonoma and MTBE emissions, etc. (Ann Maurice)
- Proposed water ethic based on water stewardship. (Bill Phillips)
- The pipeline transporting treated wastewater to the Geysers has serious implications for water quality, e.g. dumping portions of this wastewater into the Russian River above the Cities of Healdsburg and Windsor. There is a draft project to store wastewater in reservoirs in the hills above West Side Road, which will allow drainage into creeks that empty into the Russian River. (Dona] McEnhill)
- Recycled water not pumped to the Geysers steam field or stored for reuse in the existing irrigation system would be discharged through the Laguna de Santa Rosa to the Russian River. (Virginia Porter)

#### Workshop No. 3:

- Major problem or potential problem is uncontrolled pharmaceuticals and endocrine disrupters in wastewater getting into water supply. Another is the use of pesticides and other materials by agriculture in the watershed – vineyards being the dominant crop. These issues are best addressed by source control and the agreement needs to address this issue. (Ann Maurice, Ad Hoc Committee for Clean Water)
- Eliminate the need for a water treatment plant by removing all the potential pollutants. (Ann Maurice, Ad Hoc Committee for Clean Water)
- Consider specifically defining an example of a program that could include limiting the amount of impervious surface in a new development (e.g., big mall parking lots). (Brenda Adelman, Russian River Watershed Protection Committee)

#### How 11th Amended Agreement or MOU Address Water Quality Issues:

Section 3.7 of the 11<sup>th</sup> Amended Agreement provides SCWA will use best efforts to insure that the water quality of deliveries will meet minimum standards for human domestic consumption established by the State and Federal governments.

#### **Potter Valley Project:**

##### Workshop No. 1:

- Concern about adverse impacts of Eel River diversions – especially on fish.
- Importance of Eel River diversions to Russian River interests.
- Allow each contractor to opt in or out if Potter Valley Project is acquired.

##### Workshop No. 3:

- Should avoid any agreements or agreement provisions regarding purchase of the Potter Valley Project, and thus avoid potential for very high environmental remediation costs to SCWA, water contractors and their customers. (David Keller, Friends of the Eel River.)

#### How 11th Amended Agreement or MOU Address the Potter Valley Project Issue:

Section 2.4 of the 11<sup>th</sup> Amended Agreement provides that all or part of PG&E's Potter Valley Project (Federal Energy and Regulatory Commission project designated No. 77) may be acquired by the SCWA provided the SCWA Board of Directors determines that such acquisition is necessary to insure SCWA's continued ability to make water deliveries authorized by the agreement and provided advance approval of the WAC is obtained. Such a vote would involve the formal approval or disapproval of each WAC member. A positive vote requires more than 50% of the votes (these are weighted based on maximum month entitlements contained in the agreement) plus affirmation by 5 of the 8 WAC members (currently there are 8 WAC members). It can be assumed that such a vote would not occur without the WAC being presented a plan showing costs, allocation of costs and the share of costs that would become an obligation on the water contractors. As of the date of this report, no proposed agreement to purchase the Potter Valley Project has been presented to the WAC.

It is noted that currently Eel River diversions are under the control of PG&E who owns all of the project facilities (dams/land, diversion facilities, tunnel and power house) and holds the license for power production. Many issues cloud the debate over the Eel River diversions: impact of diversions on reliable supply of agreement water, status of the current Water Supply and Transmission System EIR, relicensing of the Potter Valley Project by the Federal Energy and Regulatory Commission, the Biological Assessment underway and the ultimate Biological Opinion by the National Marine Fisheries Agency, extractions and diversions in Mendocino County, and last but not least impacts on the Eel River and the wishes and desires of Humboldt and Lake County interests.

### **Gravel Mining:**

#### **Workshop No. 1:**

- Adverse impacts of gravel mining practices.
- Need for filtration plant.
- Impact on diversion capacity of collectors.
- Have gravel miners pay restitution and royalty fees. \*

#### **Workshop No. 2:**

- Concerns about the effects of gravel mining. (Bill Phillips)
- Gravel mining fees do not reflect lost filtration and storage capacity, which is a function of gravel. (David Keller)
- Storage and filtration capacity. (David Keller)

#### **Workshop No. 3:**

- Gravel mining has contributed to silting-in of SCWA's riverside wells. Expensive Caisson 6 may have been avoided. (Brenda Adelman)
- Water Contractors should take action to protect gravel/naturally filtering water system. (Judith Olney, Healdsburg Area for Responsible Citizens)
- Comment regarding effects of gravel mining and resulting potential tension between meeting demands for delivery of water from Russian River and needs of fisheries. (Keith Kaulum, Sierra Club)
- SCWA should actively and aggressively participate in quantifying what's happening with the aquifer, and expand its inquiry and posture on the issue of gravel mining. (Bill Phillips, Petaluma resident) (Items 44 and 45)
- Consider revision to also include the vicinity of the locations where gravel is being mined. (Andy Rogers, Cotati resident and member of Water Resources Subcommittee for County General Plan update) (Item 44)
- Consider in the Water Supply Agreement process how much gravel will be needed to keep the water clean in the next 20 years. (Connie Madden, Petaluma resident)

### **How 11th Amended Agreement or MOU Address Gravel Mining Issues:**

Gravel mining is not addressed directly in current agreement. However, Section 2.2 of the 11<sup>th</sup> Amended Agreement provides SCWA will schedule additions and replacement projects so as to maintain a 20 mgd diversion capacity safety factor (i.e. 20 mgd in excess of the average day delivery requirement during the historical maximum month). In making this calculation, demand for surplus water or water delivered in excess of entitlements to water contractors is excluded but deliveries to Marin Municipal Water District is included. Section 3.7 provides SCWA will use best efforts to insure that the water quality of deliveries will meet minimum standards for human domestic consumption established by the State and Federal governments. These sections make it clear that any degradation of water quality or reduction of diversion capacity attributable to gravel mining is adverse to water contractor interests.

It is noted that the County of Sonoma adopted a Revised Aggregate Resource Management Plan in 1994 and is responsible for issuing permits for taking of gravel. Historically, significant mining has occurred upstream of the Ranney collectors. The Year 2000 Aggregate Mining Report shows gravel levels at Mile 23.0 (Wholer Bridge) and Mile 23.5 (near the new Caisson 6 site) have changed very little over the past 30 years.

SCWA ascribes decline in capacity at existing Ranney collectors to normal decline in well capacity found in operation of any municipal well. In time, fine material gradually sorts out naturally around well casing perforations (in this case perforations in the laterals that lie in gravel and extend horizontally from the base of the collectors) and this process creates a diminution of capacity. The sorting of fines is not unlike the intentional design employed in building a rolled earth dam where sorted material is placed within the dam to make it virtually impervious to passage of water. Typical maintenance of a municipal well requires periodic recovery of capacity. This process, called redevelopment, is accomplished by hydraulic flushing which involves repeated cycles of jetting water back out through the perforations, surging and then pumping the water the other (normal) direction. Some of the SCWA collectors have been in operation for over 40 years. The SCWA is currently commencing redevelopment of some of the collector lateral capacity.

### **Transmission Project Design and Scheduling:**

Workshop No. 1:

- Tailor projects to local needs.
- Do not force projects ahead of need but schedule as needed.
- Include a construction schedule in the agreement.
- Require local storage.

### **How 11th Amended Agreement or MOU Address Transmission Project Design and Scheduling Issues:**

Section 2.2 of the 11<sup>th</sup> Amended Agreement provides SCWA will schedule additions and replacement projects to meet the entitlement delivery requirements set forth in Sections 3.1, 3.2 and 3.12 of the agreement. Safety factors or cushions are provided for diversion facility capacity and tank storage capacity.

Section 4 (f) of the MOU sets forth three project elements as being of the highest priority. In order of priority they are: construction of Collector 6, construction of that portion of the new parallel Petaluma Aqueduct extending from Russian River/Cotati Intertie Aqueduct (near the intersection of the railroad and East Cotati Ave.) to Eli Booster Station (near intersection of railroad and Ely Road), and construction of that portion of the new parallel Sonoma Aqueduct between Eldridge Tanks and Madrone Road.

Sections 3.1 (b), (c) and (d) provide specific criteria that limits peaking off the transmission system. Section 3.3 (b) provides for liquidated damages equal to 25% of the O&M rate for water contractors who violate the anti-peaking provisions.

### **Basic Agreement Concepts:**

Workshop No. 1:

- 100% approval of the agreement or amendments thereto.
- Defer entering into new agreement until the ESA and/or Potter Valley Project issues are resolved.

Workshop No. 2:

- Questions entering into new Water Agreement without definitive knowledge of water supplies and water usage. (Stan Gold)
- Look at all available resources and all the needs, and use least-cost approaches to serve the people in the best way possible. (George Amaroli)
- Supports Integrated Water Resource Plan. (John Murphy)
- Broaden discussions to include SCWA governance, land-use, North Coast economic sustainability, energy/global warming, and wastewater management. (John Rosenblum)
- Integrated Water Resource Planning is a good approach when it includes meaningful public participation from the very early stages -including defining the Scope of Work. Need to really integrate resources by combined consideration of water, energy, and wastewater. (John Rosenblum)

Workshop No. 3:

- Address common ground regarding objectives; consider the implications of pursuing one objective (e.g. habitat restoration in the Eel River) to others (e.g., supply for Marin). (John Rosenblum)



- Proposal for “alternative policy packages” for provision of water to serve projected 2040 population of Sonoma County, as a means of providing lay stakeholders with a basis for evaluating alternative policy components. (John Blayney, Sonoma Valley resident)
- Need to consider cumulative impacts in what we’ve done so far (gravel mining, wastewater, etc.) and provide an integrated approach to looking at all of these issues. (Brenda Adelman, Russian River Watershed Protection Committee)

#### How 11th Amended Agreement or MOU Address these Basic Agreement Concept Issues:

Amendment of the 11<sup>th</sup> Amended Agreement requires approval of all the water contractors and the SCWA. There are two exceptions. Section 2.3 (b) provides that the SCWA may construct or acquire additions to the transmission system that would in essence benefit a single water contractor or group of water contractors provided: (1) said water contractor or group of contractors agree to make additional payments for the benefit; (2) that said construction does not diminish or impair the water supply to any water contractor (unless they agree to same in writing), and (3) such addition/acquisition is not a booster pump or other such device or method that would enlarge or increase the ratio of water taken from the transmission system by one user in relation to other users. (This last proviso is fraught with interpretation problems.) Questions that may arise as to whether such additions to the transmission system require an amendment of the agreement are left to the WAC to decide. The second exception is found in Section 1.6, which provides for unilateral amendment of the annual acre-foot cap by an agreement between the SCWA and the affected water contractor. The purpose of such an amendment must be to conform the cap to a general plan applicable to the service area of such contractor.

As noted under the issue heading entitled “Environmental Impacts and Mitigation”, mitigation of impacts of the ESA that may result in construction of new facilities are not specifically addressed in the current agreement unless they can be construed as additions to the transmission system.

Regarding the Potter Valley Project issue, Section 2.4 of the agreement deals with potential acquisition of same as explained in the issue heading entitled “Potter Valley Project”.

Section 2.2 of the agreement provides that no contract for construction of the aqueduct generally paralleling the Sonoma Aqueduct will be awarded with the prior written consent of the City of Sonoma and the Valley of the Moon WD.

It is noted that regarding the issue of waiting until the ESA or Potter Valley Project issues are resolved, one constraint to bear in mind is that the MOU will terminate on September 30, 2005, unless extended by 100% approval of the parties thereto. It would seem prudent to have the new water supply agreement in place before this MOU terminates.

#### **Better Communication (of information):**

Workshop No. 1:

- More timely project financial information for water contractors.
- More openness in sharing of information with interested persons.

Workshop No. 2:

- Provide current status and monthly updates to the water contractors of implementation of the existing ongoing projects authorized in the master agreement. (Pam Torliatt)
- How can citizens advocate for actions, projects and programs and will citizens support such actions, projects and programs if they don't know what they will cost.
- Who will pay for them and in what form will be paid for? (Anne Layzer)
- How can the public make well-informed choices based on costs estimates that are way off? As a general matter, cost over-runs on public works projects are far more likely than cost under-runs. (Anne Layzer)

#### How 11th Amended Agreement or MOU Address Communication Issues:

Section 1.8 of the 11<sup>th</sup> Amended Agreement provides the Agency will keep proper books, records and accounts and transmit two reports each year to the water contractors on transmission system receipts and expenditures – the first by February 1<sup>st</sup>, which shall be accompanied by a preliminary budget and the second after the close of the fiscal year. Section 2.3 provides for preparation of studies, technical reports, financial plans, and environmental documents for system facilities. (The most recent document laying out expected project costs and repayment impacts is a report by SCWA entitled “Water Supply and Transmission System Project Economic and Financial Report, Updated September 2001”).

Section 4.1 provides SCWA will establish O&M and capital charges for the ensuing fiscal year by April 30<sup>th</sup> of the preceding year. Section 5.1 provides that the WAC shall review all proposals set forth by SCWA, which involve a significant capital outlay for the transmission system, or any other project that could significantly change the level of service or impact the O&M or other expenses to be borne by water contractors. Communication of other information is not specifically noted in the agreement although it is implied in many sections – all those providing for WAC approvals for instance (Sections 1.1 (m), 1.12, 2.2, 2.3 (a), 2.3 (b), 2.4, 2.5, 3.12, 4.1 (c), 4.2 (b), 4.3 (e), 4.4 (e), 4.5 (e), 4.6 (e), 4.10 (e), 4.11 (b), 5.1 (b), and 5.3 (e) of the 11<sup>th</sup> Amended Agreement and Sections 4 (c) and 5 (a)).

### **Flood Control:**

Workshop No. 1:

- Concerns about increase flooding impacts due to expanded development.
- Consider adding flood control function to agreement. \*

Workshop No. 2:

- Flood control affected by removing gravel and lowering the riverbed. (David Keller)

### **How 11th Amended Agreement or MOU Address Flood Control Issues:**

Not addressed in current agreements. While flood control is a power exercised by the agency, it is funded principally by a general countywide tax and assessments levied on special assessment zones. Permits for building in the flood plain are within the jurisdiction of agencies that approve and implement general plans.

### **Vision Statement:**

Workshop No. 1:

- Comments from Workshop No. 1 on “vision” were broad in nature and were considered in preparing the draft Vision Statement.

Workshop No. 2:

- Needs a very long-term perspective. (Tara Treasurefield, David Keller)
- The ability to serve all human and watershed needs adequately is possible only if we really put effort into rethinking our collective roles and responsibilities. (Ned Orrett)
- Consider: the principle of “sustainability” in the vision statement should embrace the entire biosphere and our place within it, and not be limited to the perspective of water issues. (Ned Orrett)
- Recognize the competing desires in the Vision Statement’s objective of providing a reliable, safe and adequate water supply, and work toward their reconciliation. (Ned Orrett)

Workshop No. 3:

- Add more language reflecting stewardship into provisions of the Water Supply Agreement. (Jean Redus, Atascadero Green Valley Watershed Council)
- Comment regarding a grander vision for the Water Supply Agreement. (Andy Rogers, Cotati resident and member of Water Resources Subcommittee for County General Plan update)
- Regarding integrated planning and determination of best water resource mix, assure that, beyond providing an “opportunity for input”, there will actually be ample input from stakeholders (e.g., North Coast stakeholders affected by water policies in Sonoma and Marin Counties). (David Keller, Friends of the Eel River)
- Regarding integrated planning and determination of best water resource mix, ensure that “ample opportunity for input” will translate into a meaningful public role in decision processes. (Brenda Adelman, Russian River Watershed Protection Committee)

## **Other:**

### Workshop No. 2:

- The general public has a wealth of knowledge that can be utilized in the Water Agreement negotiation process (e.g., regarding the effects on fish habitat of importing wastewater to the Laguna de Santa Rosa). (Jim McDonald)
- Concern about lack of participation from Mendocino, Humboldt and Lake Counties. (David Keller)
- Important to create enough incentive for people to come and discuss vision and associated political issues and enough incentive for those who have to manage the water system to listen and accommodate those interests. (John Rosenblum)
- Provide opportunities and enough time for "live back-and-forth" exchanges of views between the public, agency staffs, and elected officials. (John Rosenblum)
- What role does SCWA play in management, conservation and/or replenishment of water used by entities not served by aqueduct water? (John Murphy)
- What percentage of water used in Sonoma County is not delivered by the various cities and districts? (John Murphy)\*\*

### Workshop No. 3:

- Questions regarding the timing of production of the first draft of the Water Supply Agreement announced by the SCWA at the February 4th WAC meeting and its relationship to the public participation process. (David Keller, Friends of the Eel River; two unidentified speakers)

### Explanation of Asterisks:

- \* The parties have entered into agreements for the common purpose of obtaining water for municipal supply purposes from the Russian River via the SCWA transmission system and the Russian River Project. The agreements referenced on page 1 of this report provide the legal relationship between the parties. The decision makers of each of the parties have agreed to negotiate a single new agreement. Comments that the decision makers of any Party to the negotiation be changed, such as suggestions the Board of Directors of the SCWA be made a separately elected board, are outside the scope of this negotiation process. Should any person or entity wish to seek a change in how any Party is governed, the process involves changing state law by pursuing the normal means available to do so.
- \*\* This information is contained in report entitled "Backup Information for New Water Supply Agreement". This report is available on the New Agreement web site at the Public Outreach Tab.

## **RECOMMENDATIONS**

It is recommended:

The List of 56 Items recommended by JONWRM (previously submitted) and the changes and additions to the List of 56 Items recommended by the public (Attachment B) be considered by the parties for inclusion in the new agreement negotiation process.

This concludes the report on Workshop No. 3 and recap to date.

Sincerely,

John Olaf Nelson

Attachments:

- A. Transcript of Public Comments - Workshop No. 3
- B. Recap of Marked-up Handouts of List of 56 Items Turned in by Public Participants – Workshop No. 3
- C. Changes and Additions to the List of 56 Items as Recommended by the Public - Based on Input Received from Workshop No. 3